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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

APPLICANT: Robichaux, et al.

ASSIGNEE: TOMAHAWK WELLHEAD & SERVICES, INC.

SERIAL NO: 10/658,092

GROUP ART UNIT: 3672

FILED: September 9, 2003

EXAMINER:

FOR: "TOP DRIVE SWIVEL APPARATUS AND METHOD"

ATTORNEY DOCKET NO.: P03181US (98703/1P)

\* \* \* \* \*

**PETITION UNDER 37 C.F.R. §1.47(a)**  
**TO ACCEPT DECLARATION**  
**WHERE ONE CO-INVENTOR REFUSED TO SIGN**

Commissioner of Patents  
and Trademarks  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

This is a petition under 37 C.F.R. §1.47(a) to accept the attached declaration (Exhibit A) where one of the co-inventors (Philip K. Watson) has refused to sign. The petition fee under 37 C.F.R. 1.17(h) (\$130) has been included. The pertinent facts supporting this petition are set forth below. The last known address for Mr. Watson is 14 Dallas Drive, Houma, Louisiana 70360.

**FACTS**

In 2002 and 2003 Mr. Watson and the assignee of the instant application, TOMAHAWK WELLHEAD & SERVICES, INC., were involved in litigation over, among other contested items, ownership of a right angle swivel invention and various right angle swivel tools.

United States provisional patent application number 60/409,177 on the right angle swivel invention was filed on September 9, 2002. The instant application claims priority to provisional patent application number 60/409,177.

Two lawsuits were filed:

(1) "TOMAHAWK WELLHEAD & SERVICES, INC. v. PHILIP WATSON AND SUPER SWIVELS, L.L.C.," No. 136627, 32<sup>nd</sup> Judicial District Court Terrebonne Parish, State of Louisiana (hereinafter called the "State Lawsuit"); and

(2) "PHILIP K. WATSON v. TOMAHAWK WELLHEAD & SERVICES, INC. and KIP ROBICHEAUX," Civ. Action No. 02-3052, United States District Court for the Eastern District of Louisiana (hereinafter called the "Federal Lawsuit").

SUPER SWIVELS, L.L.C. was a limited liability formed and controlled by Mr. Watson. On August 20, 2003, both the State Lawsuit and Federal Lawsuit were settled. (Exhibit B - - COMPROMISE, SETTLEMENT, RELEASE, AND ASSIGNMENT). Under the settlement Mr. Watson assigned all of his rights in the right angle swivel invention to TOMAHAWK WELLHEAD & SERVICES, INC. ("TOMAHAWK")(Exhibit B - - paragraphs 11 and 13). Mr. Watson also agreed that he would "upon request, sign all papers, make all rightful oaths" (Exhibit B - - paragraph 14).

The instant application was filed on September 9, 2003 claiming priority to provisional patent application number 60/409,177. A declaration was prepared for all listed co-inventors including Mr. Watson.

A TOMAHAWK representative, Anthony Chaisson, contacted Mr. Watson on the telephone attempting to have him sign this declaration. Mr. Watson informed Mr. Chaisson that he could wipe his behind area with the papers. Further attempts by Mr. Chaisson to have Mr. Watson sign the declaration were unsuccessful.

On April 8, 2004, undersigned counsel sent a formal written request to Mr. Watson via

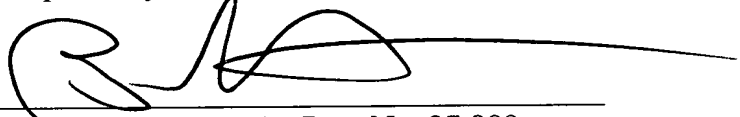
certified mail. (Exhibit C). United States Postal records indicate that this request was delivered on April 9, 2004. (Exhibit D). In this formal request Mr. Watson was asked to execute and return the declaration by April 22, 2004. To date Mr. Watson has not returned the executed declaration.

All other co-inventors have executed the declaration. Mr. Watson is the only co-inventor who has refused to so request. Based on the above it is requested that the Commissioner accept the declaration under 37 C.F.R. 1.47(a).

Applicants respectfully petition the Commissioner for any extension of time necessary to render this paper timely.

Please charge any fees due or credit any overpayment to Deposit Account No. 50-0694.

Respectfully submitted,



Charles C. Garvey, Jr., Reg. No. 27,889

Gregory C. Smith, Reg. No. 29,441

Seth M. Nehrbass, Reg. No. 31,281

Stephen R. Doody, Reg. No. 29,062

Brett A. North, Reg. No. 42,040

GARVEY, SMITH, NEHRBASS & DOODY, L.L.C.

**PTO Customer No. 22920**

3838 N. Causeway Blvd., Suite 3290

Metairie, LA 70002

Tel.: (504) 835-2000

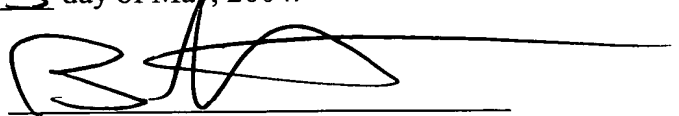
Fax: 504-835-2070

e-mail: [IPLNO@AOL.COM](mailto:IPLNO@AOL.COM)

[www.neworleanspatents.com](http://www.neworleanspatents.com)

#### CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on this 3 day of May, 2004.



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

APPLICANT: Robichaux, et al.

ASSIGNEE: TOMAHAWK WELLHEAD & SERVICES, INC.

SERIAL NO: 10/658,092

GROUP ART UNIT: 3672

FILED: September 9, 2003

EXAMINER:

FOR: "TOP DRIVE SWIVEL APPARATUS AND METHOD"

ATTORNEY DOCKET NO.: P03181US (98703/1P)

\* \* \* \* \*

**DECLARATION IN SUPPORT OF**  
**PETITION UNDER 37 C.F.R. §1.47(a)**  
**TO ACCEPT DECLARATION**  
**WHERE ONE CO-INVENTOR REFUSED TO SIGN**

1. My name is Brett A. North and I am a person over eighteen years of age.
2. United States provisional patent application number 60/409,177 on a right angle swivel invention was filed on September 9, 2002. United States patent application claims priority to provisional patent application number 60/409,177.
3. In 2002 and 2003 Mr. Watson and the assignee of the instant application, TOMAHAWK WELLHEAD & SERVICES, INC. ("TOMAHAWK"), were involved in litigation over, among other contested items, ownership of the right angle swivel invention and various right angle swivel tools.
4. Two lawsuits were filed:
  - (1) "TOMAHAWK WELLHEAD & SERVICES, INC. v. PHILIP WATSON AND SUPER SWIVELS, L.L.C.," No. 136627, 32<sup>nd</sup> Judicial District Court Terrebonne Parish, State of Louisiana (hereinafter called the "State Lawsuit"); and
  - (2) "PHILIP K. WATSON v. TOMAHAWK WELLHEAD & SERVICES, INC. and KIP ROBICHEAUX," Civ. Action No. 02-3052, United States District Court for the Eastern District of Louisiana (hereinafter called the "Federal Lawsuit").
5. Upon information and belief SUPER SWIVELS, L.L.C. was a limited liability formed and controlled by Mr. Watson.
6. On August 20, 2003, both the State Lawsuit and Federal Lawsuit were settled. (Exhibit B - - COMPROMISE, SETTLEMENT, RELEASE, AND ASSIGNMENT). Under the

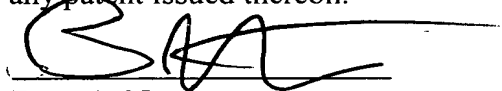
settlement Mr. Watson assigned all of his rights in the right angle swivel invention to TOMAHAWK. (Exhibit B - - paragraphs 11 and 13). Mr. Watson also agreed that he would "upon request, sign all papers, make all rightful oaths" (Exhibit B - - paragraph 14).

7. Upon information and belief a TOMAHAWK representative, Anthony Chaisson, contacted Mr. Watson on the telephone attempting to have him sign the declaration for the instant application. Mr. Watson informed Mr. Chaisson that he could wipe his behind area with the papers. Further attempts by Mr. Chaisson to have Mr. Watson sign the declaration were unsuccessful.

8. On April 8, 2004, I sent a formal written request to Mr. Watson via certified mail. (Exhibit C). United States Postal records indicate that this request was delivered on April 9, 2004. (Exhibit D). In this formal request Mr. Watson was asked to execute and return the declaration by April 22, 2004.

9. To date Mr. Watson has not returned the executed declaration.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

  
Brett A. North



PTO/SB/01 (05-03)

Approved for use through 04/30/2003. OMB 0651-0032

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number.

<b>DECLARATION FOR UTILITY OR DESIGN PATENT APPLICATION (37 CFR 1.63)</b>	Attorney Docket Number	P03181US (98703.1P)		
	First Named Inventor	Kip Robichaux		
	<b>COMPLETE IF KNOWN</b>			
	Application Number	10/658,092		
	Filing Date	09/09/2003		
	Art Unit			
<input type="checkbox"/> Declaration Submitted With Initial Filing	OR	<input checked="" type="checkbox"/> Declaration Submitted after Initial Filing (surcharge (37 CFR 1.16 (e)) required)	Examiner Name	

I hereby declare that:

Each inventor's residence, mailing address, and citizenship are as stated below next to their name.

I believe the inventor(s) named below to be the original and first inventor(s) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

"Top Drive Swivel Apparatus and Method"

(Title of the Invention)

the specification of which

☐ is attached hereto

OR

☒ was filed on (MM/DD/YYYY) 09/09/2003 as United States Application Number or PCT International

Application Number and was amended on (MM/DD/YYYY) (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or (f), or 365(b) of any foreign application(s) for patent, inventor's or plant breeder's rights certificate(s), or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent, inventor's or plant breeder's rights certificate(s), or any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number(s)	Country	Foreign Filing Date (MM/DD/YYYY)	Priority Not Claimed	Certified Copy Attached?	
				es	No
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ Additional foreign application numbers are listed on a supplemental priority data sheet PTO/SB/02B attached hereto.

[Page 1 of 2]

This collection of information is required by 37 CFR 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 21 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

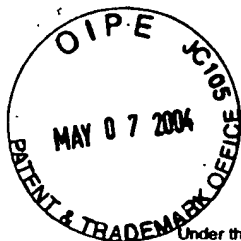
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EXHIBIT

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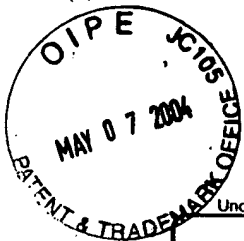


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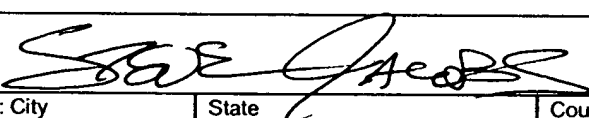
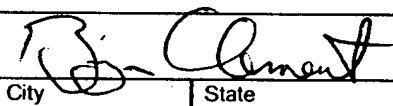
## DECLARATION — Utility or Design Patent Application

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Name							
Address							
City				State		ZIP	
Country			Telephone		Fax		
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.							
NAME OF SOLE OR FIRST INVENTOR:				<input type="checkbox"/> A petition has been filed for this unsigned inventor			
Given Name (first and middle [if any]) Kip M.					Family Name or Surname Robichaux		
Inventor's Signature						Date	
Residence: City Houma		State LA		Country US		Citizenship US	
Mailing Address 312 Dean Road							
City Houma		State LA		ZIP 70363		Country US	
NAME OF SECOND INVENTOR:				<input type="checkbox"/> A petition has been filed for this unsigned inventor			
Given Name (first and middle [if any]) Terry P.					Family Name or Surname Robichaux		
Inventor's Signature						Date	
Residence: City Houma		State LA		Country US		Citizenship US	
Mailing Address 312 Dean Road							
City Houma		State LA		ZIP 70363		Country US	
<input type="checkbox"/> Additional inventors or a legal representative are being named on the _____ supplemental sheet(s) PTO/SB/02A or 02LR attached hereto.							





## DECLARATION — Utility or Design Patent Application

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Name			
Address			
City		State	ZIP
Country	Telephone	Fax	
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.			
NAME OF SOLE OR FIRST INVENTOR:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle [if any]) Steve		Family Name or Surname Jacobs	
Inventor's Signature 		Date 1-20-04	
Residence: City Houma	State LA	Country US	Citizenship US
Mailing Address			
243 D... Road			
City Houma	State LA	ZIP 70363	Country US
NAME OF SECOND INVENTOR:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle [if any]) Bryan		Family Name or Surname Clement	
Inventor's Signature 		Date 1-15-04	
Residence: City Houma	State LA	Country US	Citizenship US
Mailing Address			
City Houma			
State LA		ZIP 70363	Country US
<input checked="" type="checkbox"/> Additional inventors or a legal representative are being named on the <u>1</u> supplemental sheet(s) PTO/SB/02A or 02LR attached hereto.			

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**DECLARATION — Utility or Design Patent Application**

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Name			
Address			
City		State	ZIP
Country	Telephone	Fax	
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.			
NAME OF SOLE OR FIRST INVENTOR:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle [if any]) Kip M.		Family Name or Surname Robichaux	
Inventor's Signature		Date 1-14-04	
Residence: City Houma	State LA	Country US	Citizenship US
Mailing Address 312 Dean Road			
City Houma	State LA	ZIP 70363	Country US
NAME OF SECOND INVENTOR:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle [if any]) Terry P.		Family Name or Surname Robichaux	
Inventor's Signature		Date 12-23-03	
Residence: City Houma	State LA	Country US	Citizenship US
Mailing Address 312 Dean Road			
City Houma	State LA	ZIP 70363	Country US
<input type="checkbox"/> Additional inventors or a legal representative are being named on the _____ supplemental sheet(s) PTO/SB/02A or 02LR attached hereto.			

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Name			
Address			
City		State	ZIP
Country	Telephone	Fax	
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.			
NAME OF SOLE OR FIRST INVENTOR:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle [if any]) Murray		Family Name or Surname Pellegrin	
Inventor's Signature <i>Murray Pellegrin</i>			Date 1-20-04
Residence: City Houma	State LA	Country US	Citizenship US
Mailing Address 514 Douglas Drive			
City Houma	State LA	ZIP 70364	Country US
NAME OF SECOND INVENTOR:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle [if any]) Kenneth G.		Family Name or Surname Caillouet	
Inventor's Signature <i>Kenneth G. Caillouet</i>			Date 10-14-03
Residence: City Thibodaux	State LA	Country US	Citizenship US
Mailing Address 500 St. Charles Street			
City Thibodaux	State LA	ZIP 70301	Country US
<input type="checkbox"/> Additional inventors or a legal representative are being named on the _____ supplemental sheet(s) PTO/SB/02A or 02LR attached hereto.			

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**DECLARATION — Utility or Design Patent Application**

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Name			
Address			
City		State	ZIP
Country	Telephone	Fax	
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.			
NAME OF SOLE OR FIRST INVENTOR:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle [if any]) Philip K.		Family Name or Surname Watson	
Inventor's Signature			Date
Residence: City Houma	State LA	Country US	Citizenship US
Mailing Address 14 Dallas Drive			
City Houma	State LA	ZIP 70360	Country US
NAME OF SECOND INVENTOR:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle [if any])		Family Name or Surname	
Inventor's Signature			Date
Residence: City	State	Country	Citizenship
Mailing Address			
City	State	ZIP	Country
<input type="checkbox"/> Additional inventors or a legal representative are being named on the supplemental sheet(s) PTO/SB/02A or 02LR attached hereto.			



## COMPROMISE, SETTLEMENT, RELEASE, AND ASSIGNMENT

THIS Compromise, Settlement, Release, and Assignment (hereinafter referred to as the "AGREEMENT") made and entered into as of this 20 Day of August 2003, by and among:

Philip K. Watson, individually, of full legal age and a resident of Terrebonne Parish, State of Louisiana and having an address at 14 Dallas Drive, Houma, Louisiana 70360 (hereinafter referred to as "Watson");

SUPER SWIVELS, L.L.C. a Louisiana Limited Liability Company having its principal place of business located at 14 Dallas Drive, Houma, Louisiana 70360 (hereinafter referred to as "SUPER SWIVELS"), appearing herein through its duly authorized representative, Watson ;

Brenda Watson, individually, of full legal age and a resident of Terrebonne Parish, State of Louisiana and having an address at 14 Dallas Drive, Houma, Louisiana 70360 (hereinafter referred to as "Brenda Watson");

Kip Robichaux, individually, of full legal age and a resident Terrebonne Parish, State of Louisiana and having an address at 103 Ramey Road, Houma, Louisiana 70360 (hereinafter referred to as "Robichaux"); and

TOMAHAWK WELLHEAD & SERVICES, INC., a Louisiana Corporation having its principal place of business located at 103 Ramey Road, Houma, Louisiana 70360 (hereinafter referred to as "TOMAHAWK"), appearing herein through its duly authorized representative, Robichaux.

NOW, heretofore, each of the above parties comes personally before an undersigned notary who upon being duly sworn, did depose and say that:

1. Whereas this AGREEMENT has been entered into based on the promises, warranties, and stipulations contained herein.
2. Whereas, TOMAHAWK, Robichaux, Watson, and SUPER SWIVELS are involved in litigation regarding ownership of a RIGHT ANGLE SWIVEL INVENTION, RIGHT ANGLE SWIVEL TOOL including but not limited to ownership of certain corporeal moveables including five RIGHT ANGLE SWIVEL TOOLS and one prototype RIGHT ANGLE SWIVEL TOOL, along with rights related to right angle swivels, along with any intellectual property rights related to the RIGHT ANGLE SWIVEL INVENTION, RIGHT ANGLE SWIVEL TOOL, and right angle swivels in the litigation captioned "TOMAHAWK WELLHEAD & SERVICES,



INC. v. PHILIP WATSON AND SUPER SWIVELS, L.L.C.," No. 136627, 32<sup>nd</sup> Judicial District Court Terrebonne Parish, State of Louisiana (hereinafter called the "State Lawsuit"); and the litigation captioned "PHILIP K. WATSON v. TOMAHAWK WELLHEAD & SERVICES, INC. and KIP ROBICHEAUX," Civ.Action No. 02-3052, United States District Court for the Eastern District of Louisiana(hereinafter called the "Federal Lawsuit").

3. Whereas, Watson is desirous of divesting himself of all right, title and interest in and to the RIGHT ANGLE SWIVEL INVENTION, all RIGHT ANGLE SWIVEL TOOLS, all right angle swivels, and all intellectual property rights related to the RIGHT ANGLE SWIVEL INVENTION, RIGHT ANGLE SWIVEL TOOL, and/or right angle swivels, along with any works related to the RIGHT ANGLE SWIVEL INVENTION, RIGHT ANGLE SWIVEL TOOL, and/or right angle swivels.

4. Whereas, TOMAHAWK, is desirous of acquiring an undisputed entire right, title and interest in and to the said the RIGHT ANGLE SWIVEL INVENTION, all RIGHT ANGLE SWIVEL TOOLS, all right angle swivels, and all intellectual property rights related to the RIGHT ANGLE SWIVEL INVENTION, RIGHT ANGLE SWIVEL TOOL, and/or right angle swivels, along with any works related to the RIGHT ANGLE SWIVEL INVENTION, RIGHT ANGLE SWIVEL TOOL, and/or right angle swivels.

5. Whereas, in the interest of avoiding further litigation and the termination of the State Lawsuit and Federal Lawsuit along with any and all other disputes arising from and/or related to the RIGHT ANGLE SWIVEL INVENTION, RIGHT ANGLE SWIVEL TOOL, and/or right angle swivels the parties hereby compromise and settle their claims by TOMAHAWK paying Watson the total sum of Thirteen Thousand Eight Hundred Twenty Eight and 99/100 Dollars (\$13,828.99) and Watson agreeing to transfer and assign to TOMAHAWK all right, title, and interest to the RIGHT ANGLE SWIVEL INVENTION, all RIGHT ANGLE SWIVEL TOOLS, all right angle swivels, and all intellectual property rights related to same.

6. Whereas, both the State Lawsuit and the Federal Lawsuit are to be dismissed with prejudice, each party to bear its own costs.

7. Whereas, Watson warrants that he is an inventor of a "RIGHT ANGLE SWIVEL INVENTION" for which United States patent application serial number 60/409,177 was filed on

September 9, 2002 and United States patent application serial number 10/238,737 was filed on September 11, 2002.

8. Whereas, a "RIGHT ANGLE SWIVEL TOOL" is defined to include a swivel insertable into a drill or work string at a well site, said swivel comprising a tubular mandrel connected to and rotatable with upper and lower drill or work string sections, said mandrel including a longitudinal passage in alignment with and forming a continuation of a passage in drill or work string sections, a nonrotatable tubular swivel body supported on said mandrel by longitudinally spaced bearings, a seal between upper and lower end portions of said mandrel and swivel body to prevent leakage of fluid between the mandrel and swivel body, said swivel body including an inlet port between said thrust bearings, said mandrel including a radial port in communication with said swivel body inlet port and said mandrel longitudinal passage to supply pressurized fluid from said inlet port to said mandrel passage and in said drill or work string section passages.

9. Whereas, Watson warrants that he is an author of certain works related to the RIGHT ANGLE SWIVEL INVENTION, RIGHT ANGLE SWIVEL TOOL, and/or right angle swivels.

10. Whereas, Watson has obtained possession of certain works related to the RIGHT ANGLE SWIVEL INVENTION, RIGHT ANGLE SWIVEL TOOL, and/or right angle swivels.

11. Now, therefore, Watson has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto TOMAHAWK the entire right, title and interest in and to the RIGHT ANGLE SWIVEL INVENTION throughout the world, and said applications for U.S. Letters Patent including United States patent application serial number 60/409,177 filed on September 9, 2002 and United States patent application serial number 10/238,737 filed on September 11, 2002, and in and to any and all divisions, continuations, continuations-in-part, and reissues thereof, and in and to any Letters Patent, all said rights to be held and enjoyed by Tomahawk, for its own use and enjoyment, and for the use and enjoyment of its successors and assigns to the full end of the term

or terms for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by Tomahawk as if this assignment, transfer, and sale had not been made.

12. SUPER SWIVELS and Brenda Watson warrant and stipulate that they have no ownership interest in the RIGHT ANGLE SWIVEL INVENTION.

13. Now, therefore, Watson has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto TOMAHAWK the entire right, title and interest in and to all inventions related to the RIGHT ANGLE SWIVEL INVENTION, RIGHT ANGLE SWIVEL TOOL, and/or right angle swivels conceived and/or reduced to practice by Watson before the expiration of a period of twenty years from the effective date of this AGREEMENT, throughout the world, all applications for U.S. and foreign letters patent disclosing any such invention, and all U.S. and foreign letters patent granted upon such inventions.

14. Watson further covenants and agrees that he will upon request, without further or additional consideration, but at the expense of TOMHAWK, execute and deliver any and all papers that may be necessary or desirable to perfect the title to said inventions or any Letters Patent that may be granted therefor, in TOMAHAWK, its successors, assigns or legal representatives, and that if TOMAHAWK, its successors, assigns, or legal representatives desire to file a divisional, continuation or continuation-in-part application or apply for a reissue or extension of said Letters Patent, or if a disclaimer relating thereto should be filed, that Watson will, upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for such division, continuation, continuation-in-part, reissue, extension or disclaimer.

15. And Watson hereby authorizes and requests all Commissioners of Patents and Trademarks to issue any and all Letters Patent on said inventions or resulting from any said



application and from any and all divisions, continuations, continuations-in-part, and reissues thereof, to TOMAHAWK as assignee of Watson's entire interest, and Watson hereby covenants that Watson has not executed and will not execute any agreement in conflict herewith.

16. And Watson further covenants and agrees that Watson will, at any time upon request, communicate to TOMAHAWK, its successors, assigns or other legal representatives, such facts relating to said inventions and Letters Patent or the file history thereof as may be known to Watson, and testify as to the same in any interference or other litigation when requested so to do, without further compensation but at the expense of TOMAHAWK, its successors, or other legal representatives.

17. Now, therefore, Watson has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto TOMAHAWK the entire right, title and interest in and to any and all trade secret rights related to the RIGHT ANGLE SWIVEL INVENTION, RIGHT ANGLE SWIVEL TOOL, and/or right angle swivels.

18. SUPER SWIVELS and Brenda Watson warrant and stipulate that they have no ownership interest in any trade secret rights related to the RIGHT ANGLE SWIVEL INVENTION, RIGHT ANGLE SWIVEL TOOL, and/or right angle swivels.

19. Now, therefore, Watson, SUPER SWIVELS, and Brenda Watson warrant and covenant that they will maintain in confidence and will not disclose to third parties any information related to the RIGHT ANGLE SWIVEL INVENTION, RIGHT ANGLE SWIVEL TOOL, and/or right angle swivels.

20. Now, therefore, Watson has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto TOMHAWK the entire right, title and interest in and to all

corporeal embodiments of the RIGHT ANGLE SWIVEL INVENTION, RIGHT ANGLE SWIVEL TOOL, and/or right angle swivels including but not limited to the five RIGHT ANGLE SWIVEL TOOLS and one prototype RIGHT ANGLE SWIVEL TOOL.

21. SUPER SWIVELS and Brenda Watson warrant and stipulate that they have no ownership interest in any corporeal embodiment of the RIGHT ANGLE SWIVEL INVENTION, RIGHT ANGLE SWIVEL TOOL, and/or right angle swivels.

22. Now, therefore, Watson has sold, signed and transferred and by these presents does hereby irrevocably sells, grants, conveys, assigns and sets over to TOMAHAWK, its successors and assigns, on an exclusive basis all of Watson's right, title and interest in and to all works related to the RIGHT ANGLE SWIVEL INVENTION, RIGHT ANGLE SWIVEL TOOL, and/or right angle swivels, including but not limited to the work registered as VAU 557-710, the right angle swivel works attached as Exhibits A and B, the right angle swivel works included in any patent application assigned to Tomahawk, any works used to construct a RIGHT ANGLE SWIVEL TOOL, and to all of the assets, properties, contracts, rights and obligations relating thereto, including without limitation, copyrights and renewals and/or extensions thereof, for all territories of the world in perpetuity. Watson hereby covenants that Watson has not transferred or assigned these rights to anyone besides TOMAHAWK.

23. SUPER SWIVELS and Brenda Watson warrant and stipulate that they have no ownership interest in any works related to the RIGHT ANGLE SWIVEL INVENTION, RIGHT ANGLE SWIVEL TOOL, and/or right angle swivels.

24. Now, therefore, Watson and SUPER SWIVELS hereby agree that they, individually or in combination, will not directly or indirectly make, use, sell, offer to sell, and/or import into the

United States any corporeal embodiment of the RIGHT ANGLE SWIVEL INVENTION, RIGHT ANGLE SWIVEL TOOL, and/or any substantially similar tool.

25. Now, therefore, Watson and SUPER SWIVELS hereby release and discharge on their behalf and on behalf of any person or persons, firms, corporations or other entities having an interest in the matters which are the subject of this release, TOMAHAWK and Robichaux and each party's respective officers, stockholders, employees, agents, assigns, indemnitors, successors, along with any other entities not specifically named but connected with them in any way from any and all claims, demands, damages, actions or suits including any and all claims for medical, hospital or other expenses and personal injuries and disabilities of any nature whatsoever, past present, and future, and property damage claims, past present or future arising out of or in any manner whatsoever connected with or resulting from, either directly or indirectly for any and all claims related to a right angle swivel, all as more fully set forth in certain pleadings captioned "TOMAHAWK WELLHEAD & SERVICES, INC. v. PHILIP WATSON AND SUPER SWIVELS, L.L.C.," No. 136627, 32<sup>nd</sup> Judicial District Court Terrebonne Parish, State of Louisiana and the litigation captioned "PHILIP K. WATSON v. TOMAHAWK WELLHEAD & SERVICES, INC. and KIP ROBICHEAUX," Civ.Action No. 02-3052, United States District Court for the Eastern District of Louisiana or as later amended.

26. It is specifically understood and agreed that this is a full and final release of all claims of every nature and kind whatsoever, without any limitation and it is further understood and agreed that the parties herein released have not admitted liability.

27. This release is intended to be and is a general release, and Watson and SUPER SWIVELS therefore, release all claims, demands, actions, causes of action, suits and judgments

which they may have individually or in combination against TOMAHAWK and/or Robichaux, and each party's respective parents, subsidiaries, officers, directors, stockholders, employees, agents, assigns, insurers and indemnitors, however, whenever, and wherever arising, and not only release those matters connected with anything specifically mentioned above and other matters specifically described herein, but also, release all claims, demands, actions, or causes of action whosoever whether known or unknown, asserted or unasserted, existent or non-existent.

28. It is further understood and agreed that the attorneys of record for Watson and/or SUPER SWIVELS are specifically authorized and directed to dismiss the Federal Lawsuit with prejudice as of compromise, each party to bear its own costs.

29. Now, therefore, Watson and SUPER SWIVELS agree and guarantee to save and hold harmless, indemnify and defend TOMAHAWK and Robichaux and each party's respective officers, stockholders, employees, agents, assigns, indemnitors, successors, and any other entities not specifically named but connected or associated with them in any way from all further claims or demands whatsoever, either directly or indirectly, or by way of any cross-claim or third party action arising out of or in any way connected with the above State Lawsuit and Federal Lawsuit, whether now pending or not yet filed even if any such claim has arisen out of the alleged conduct of the parties to be held harmless, indemnified, and defended.

30. Watson and SUPER SWIVELS agree not to execute on and/or demand payment of any judgment which might be awarded against any firm, person or corporation, the ultimate effect of which would be to render TOMAHAWK and/or Robichaux liable for any amounts above or in addition to the above consideration paid to Watson or which would expose to such further liability, judgments, attorneys fees or costs whether such liability may be the result of any judgment in or

settlement of any complaint, petition, claim, cross-claim, third party demand or any other legal action either for contribution or indemnity, legal or contractual, or for any other reason, and a copy of this agreement may be filed in any such proceeding.

31. It is further understood that Watson and SUPER SWIVELS warrant that no part of the above claims have been assigned to anyone nor have Watson and SUPER SWIVELS, individually and/or in combination, subrogated to anyone any rights which Watson and/or SUPER SWIVELS may have arising out of the matters addressed in this AGREEMENT.

32. Now, therefore, TOMAHAWK and Robichaux hereby release and discharge on their behalf and on behalf of any person or persons, firms, corporations or other entities having an interest in the matters which are the subject of this release, Watson and SUPER SWIVELS along with each party's respective officers, stockholders, employees, agents, assigns, indemnitors, successors, or any other entities not specifically named but connected with them in any way from any and all claims, demands, damages, actions or suits including any and all claims for medical, hospital or other expenses and personal injuries and disabilities of any nature whatsoever, past present, and future, and property damage claims, past present or future arising out of or in any manner whatsoever connected with or resulting from, either directly or indirectly for any and all claims related to a right angle swivel, all as more fully set forth in certain pleadings captioned "TOMAHAWK WELLHEAD & SERVICES, INC. v. PHILIP WATSON AND SUPER SWIVELS, L.L.C.," No. 136627, 32<sup>nd</sup> Judicial District Court Terrebonne Parish, State of Louisiana and the litigation captioned "PHILIP K. WATSON v. TOMAHAWK WELLHEAD & SERVICES, INC. and KIP ROBICHEAUX," Civ.Action No. 02-3052, United States District Court for the Eastern District of Louisiana or as later amended.

33. It is further understood and agreed that the attorneys of record for TOMAHAWK and/or Robichaux are specifically authorized and directed to dismiss the State Lawsuit with prejudice as of compromise, each party to bear its own costs.

34. Watson and SUPER SWIVELS warrant and stipulate that they have not formed, either individually or in combination, a business relationship with TOMAHAWK and/or Robichaux, including but not limited to partnership, joint venture, common business enterprise or other business relationship.

35. Brenda Watson warrants and stipulates that Watson has full authority to enter into this AGREEMENT and Brenda Watson has no rights which would conflict with Watson's obligations under this AGREEMENT.

36. It is expressly understood that Watson does not guarantee that a patent will be granted on the RIGHT ANGLE SWIVEL INVENTION.

37. It is expressly understood that all parties have had the benefit of advice of their own counsel and have read and completely understand and agree with the terms and conditions of this AGREEMENT.

38. This AGREEMENT is to be treated as having been drafted by both parties and no portion of this Agreement is to be construed against any party based on that portion of this Agreement having been drafted or suggested by a particular party.

39. This AGREEMENT shall be interpreted in accordance with and governed by the laws of the State of Louisiana, and such law shall be applied without giving effect to Louisiana's law pertaining to conflict of laws.

40. Except as specifically and expressly provided herein, this AGREEMENT constitutes

the entire, complete, and exclusive expression of the agreement between the parties with respect to the subject matter hereof. When executed, this AGREEMENT supersedes all contemporaneous and prior negotiations, agreements, commitments, representations, understandings and undertakings, of the parties with respect to such subject matter unless specific and express reference has been made thereto in this AGREEMENT.

41. Should any provision of this AGREEMENT be held invalid or unenforceable by a court of law, all other provisions of this AGREEMENT shall continue in full force and effect.

42. All parties agree to sign any other documents necessary to effectuate the terms of this AGREEMENT.

Executed in duplicate originals before the undersigned competent witnesses on this      day  
of August, 2003.

WITNESSES:

Amy Inote  
RA

Philip K. Watson  
PHILIP K. WATSON

Sworn to and subscribed  
before me this 9<sup>th</sup> day  
of August, 2003

Don M. Reichel  
Notary Public  
[SEAL]

Amy Inote  
RA

Philip K. Watson  
SUPER SWIVELS, L.L.C.  
By: Philip K. Watson  
Title: President

Sworn to and subscribed  
before me this 9<sup>th</sup> day  
of August, 2003

Don M. Reichel  
Notary Public  
[SEAL]



WITNESSES:

Amy Inote  
B A

Brenda Watson  
BRENDA WATSON

per power  
of attorney

Sworn to and subscribed  
before me this 22<sup>nd</sup> day  
of August, 2003

Don McMichael  
Notary Public  
[SEAL]

WITNESSES:

BIA

Randy Mote

Sworn to and subscribed  
before me this 20 day  
of August, 2003

Don M. Michel  
Notary Public  
[SEAL]

[Signature]  
TOMAHAWK WELLHEAD & SERVICES,  
INC.

By: Kip Robichaux  
Title: President

BIA

Randy Mote

Sworn to and subscribed  
before me this 20 day  
of August, 2003

Don M. Michel  
Notary Public  
[SEAL]

[Signature]  
KIP ROBICHAUX

P:\Brett\98703.settlement.agreement.wpd

# CERTIFICATE OF REGISTRATION



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

REGISTER OF COPYRIGHTS  
United States of America

**FORM VA**  
For a Work of the Visual Arts  
UNITED STATES COPYRIGHT OFFICE

VAu 557-710



EFFECTIVE DATE OF REGISTRATION

NOV 07 2002

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Title of This Work ▼

NATURE OF THIS WORK ▼ See instructions

Right Angle Swivel Tool

Two Dimensional Drawing

Previous or Alternative Titles ▼

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

Reproduction of work of art Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

NAME OF AUTHOR ▼

Philip K. Watson

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

1944

Was this contribution to the work a work made for hire?

Yes

No

Author's Nationality or Domicile

OR { Country United States

Home address Houston, Louisiana

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ No

Pseudonym? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

## NOTE

Under the law, the author of a work made for hire is generally the employer or the person for whom the work was created. For any part of this certificate, the author is the person who is the legal owner of the work. If the work is a work made for hire, the author is the employer or the person for whom the work was created. If the work is not a work made for hire, the author is the person who created the work. If the work is a work made for hire, the author is the employer or the person for whom the work was created. If the work is not a work made for hire, the author is the person who created the work.

Nature of Authorship (Check appropriate box(es) See Instructions

☐ 3-Dimensional sculpture

☐ Map

☐ Technical drawing

☐ 2-Dimensional artwork

☐ Photograph

☐ Text

☐ Reproduction of work of art

☐ Jewelry design

☐ Architectural work

Name of Author ▼

Dates of Birth and Death

Year Born ▼

Year Died ▼

Was this contribution to the work a work made for hire?

Yes

No

Author's Nationality or Domicile

OR { Country

Home address

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ No

Pseudonym? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship (Check appropriate box(es) See Instructions

☐ 3-Dimensional sculpture

☐ Map

☐ Technical drawing

☐ 2-Dimensional artwork

☐ Photograph

☐ Text

☐ Reproduction of work of art

☐ Jewelry design

☐ Architectural work

Year in Which Creation of This Work Was Completed

2001

Date and Nation of First Publication of This Particular Work

This information must be given ONLY if this work has been published.

Month

Day

Year

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author.

Philip K. Watson

1 Dallas Drive

Houston, Louisiana 77060

If (number 1, 2, or 3 marked above) is (are) in space 4 is (are) different from the author(s) named in space 2, give a brief description of the relationship of the claimant(s) to the author(s).

APPLICATION RECEIVED

NOV 7 2002

ONE DEPOSIT RECEIVED

NOV 7 2002

TWO DEPOSITS RECEIVED

NOV 7 2002

FUNDS RECEIVED

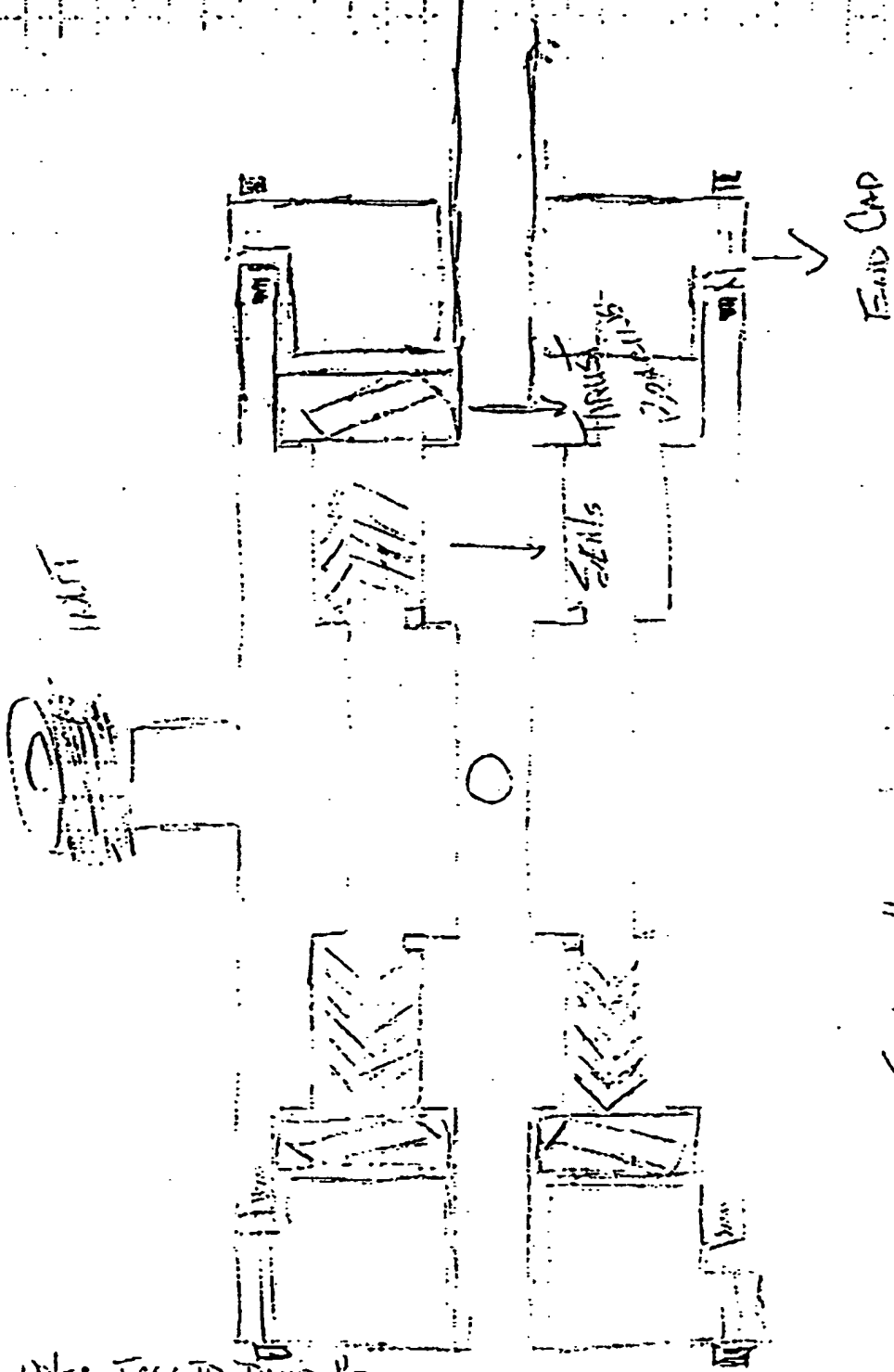
NOV 7 2002

MORE ON BACK > Form VA (Rev. 10-1-99) (Instructions on back of this form)

CONTINUATION SHEET

2

# RIGHT ANGLE SWIVEL



WAS TALK TO DAVID REEDY FOR SEAL

DAVE SAID TO USE TIGHT TOP TOOL - HAS EXPERIENCE

WAS TALK TO DAVID REEDY FOR SEAL

SEAL CHECKING REEDY

SEALING TOOL

Copy Right  
RIGHT ANGLE SWIVEL TOOL  
DRAWINGS 1/20/01  
May 22, 2001

EXHIBIT

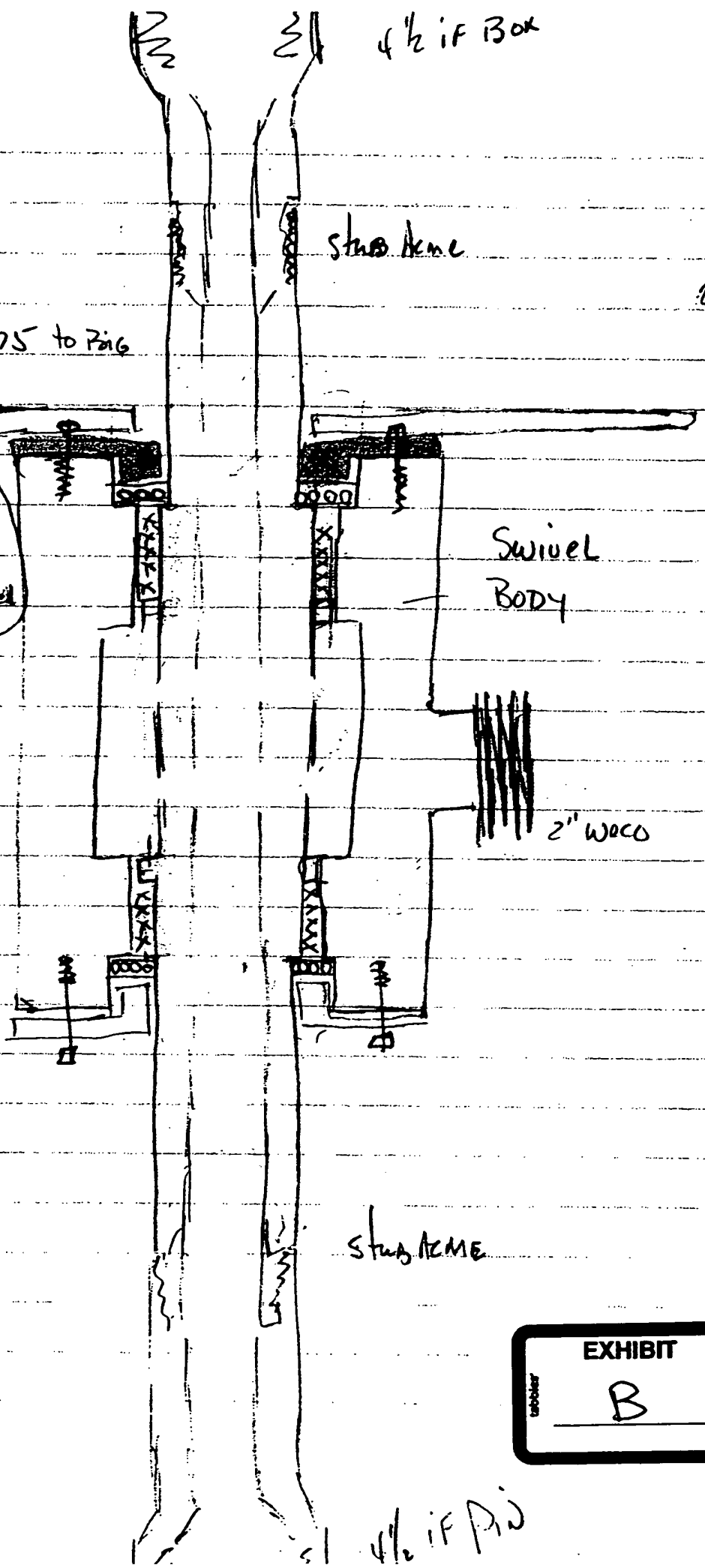
A

8/12  
 5 X 6 V packing  
 ID OD

Bearing - Thrust  
 5 X 9.875 X 2.1875 to Pig

W-5  
 5 X 7.313 X 2.00 W  
 Ball Bearing, not Tapered  
 Thrust

Cup: Cone  
 5 X 7.1875 X 1.5625  
 (4829048220)  
 Load 64,300 14,500  
 Static Rotating



4 1/2 if Box

Shaft A/C

2 1/2

Swivel  
 Body

2" WACO

Shaft A/C

4 1/2 if Pig

5,000

EXHIBIT  
 B

**MINUTES OF SPECIAL MEETINGS OF BOARD OF DIRECTORS**  
**OF SUPER SWIVELS, LLC**

A special meeting of the Board of Directors of Super Swivels, L.L.C. was held on August 19, 2003; notice was waived and all directors were present.

On motion duly made, seconded and unanimously adopted, it was:

RESOLVED, that this corporation, Super Swivels, L.L.C. is authorized to sign and bind all legal documents of compromise, settlement, release and assignment between Super Swivels, L.L.C., Kip Robichaux and Tomahawk Wellhead & Services, Inc., including directing that their lawyers dismiss any suits against Tomahawk and Robichaux.

It is further resolved that, Philip K. Watson, president of Super Swivels, L.L.C. , is authorized to execute any and all documents necessary to complete the transaction authorized herein.

I, Philip K. Watson, President of Super Swivels, L.L.C., do certify that the above and foregoing to be a true and correct copy of the minutes of the meeting of the Board of Directors of said Corporation, duly and legally called, convened and held in Houma, Louisiana on August 19<sup>th</sup>, 2003.

  
\_\_\_\_\_  
PHILIP K. WATSON, PRESIDENT

POWER OF ATTORNEY

UNITED STATES OF AMERICA

BY: BRENDA WATSON

STATE OF LOUISIANA

TO: PHILIP K. WATSON

PARISH OF TERREBONNE

BE IT KNOWN, That on this 19th day of August, in the year of Our Lord two thousand and three.

BEFORE ME, KENNETH WATKINS, a Notary Public, duly commissioned and qualified, in and for the Parish of Terrebonne, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

BRENDA WATSON, of full age, married to Philip K. Watson, with whom she lives and resides in the Parish of Terrebonne, Louisiana, and whose mailing address is 14 Dallas Drive, Houma, Louisiana 70360, who declared unto me, Notary, that she does, by these presents, name, constitute and appoint PHILIP K. WATSON, of full age and a resident of and domiciled in Terrebonne Parish, Louisiana, to be her true and lawful agent and attorney-in-fact, to execute for her, and in her name, place and stead, an instrument, reading substantially in the words and figures as follows, to-wit:

SEE ATTACHED EXHIBIT "A" ENTITLED  
"COMPROMISE, SETTLEMENT, RELEASE AND ASSIGNMENT",  
BY, BETWEEN AND AMONG PHILIP K. WATSON,  
SUPER SWIVELS, L.L.C., BRENDA WATSON,  
KIP ROBICHAUX AND TOMAHAWK WELLHEAD  
& SERVICES, INC.

And the said appearer, Brenda Watson, does give and grant unto her said agent, full and complete power and authority to make such changes, alterations or amendments in the said instrument as he, the said agent, may in his sole and uncontrolled discretion, deem necessary and proper, to sign any and all ancillary agreements, documents, receipts or instruments that he, the said agent, may deem and believe necessary or proper in connection with the said transaction, and finally, to do and perform every act in connection with the proposed transaction substantially as hereinabove set forth, to the same extent and in the same manner, as the said appearer could do if personally present, the said appearer hereby ratifying, approving and confirming each and every act done by the said agent.

THUS DONE AND PASSED, in my office in Houma, Terrebonne Parish, Louisiana, on the day, month and year herein first above written, in the presence of Sharon Duet and Jane A. Diamond, competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES:

Sharon Duet

Brenda Watson  
BRENDA WATSON

Jane A. Diamond

Kenneth Watkins  
KENNETH WATKINS, NOTARY PUBLIC



# GARVEY, SMITH, NEHRBASS & DOODY, L.L.C.

ATTORNEYS AT LAW

Three Lakeway Center, Suite 3290

3838 North Causeway Boulevard

Metairie, Louisiana 70002, U.S.A.

Tel: (504) 835-2000; Fax: (504) 835-2070

Brett A. North, Patent Attorney

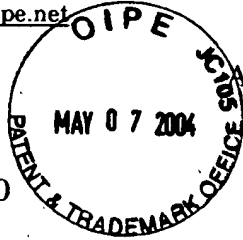
Telephone Extension 236

e-mail - [NorthBrett@netscape.net](mailto:NorthBrett@netscape.net)

Philip K. Watson

14 Dallas Drive

Houma, Louisiana 70360



April 8, 2004

Certified Mail/Return Receipt

RE: U.S Patent Application No. 10/658,092, filed September 9, 2003  
for "TOP DRIVE SWIVEL APPARATUS AND METHOD"  
Our File: 98703.1P

Dear Mr. Watson:

I have been informed that Tomahawk's representatives have been unsuccessful their attempts to obtain your signature on an inventor's declaration for the above referenced application. This letter is intended as a formal request for your signature.

Enclosed is a copy of the above referenced application in which you are listed as a co-inventor. Also enclosed is a declaration. You will remember that, under paragraph 14 of the "Compromise, Settlement, Release, and Assignment," you agreed to "make all rightful oaths and do all lawful acts requisite" for applying for patent protection on the RIGHT ANGLE SWIVEL INVENTION or RIGHT ANGLE SWIVEL TOOL. (the Compromise, Settlement, Release, and Assignment agreement is also enclosed). This declaration is one of the usual requirements that each co-inventor is required to execute as part of the patent application process.

You are now formally requested to review the application, execute the declaration, and return the original to me by April 22, 2004. If you have any questions regarding the application or declaration please call me.

Sincerely,

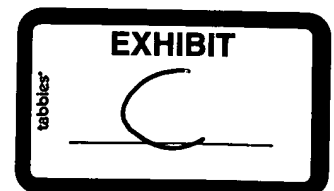
A handwritten signature in dark ink, appearing to be "Brett A. North", written over a horizontal line.

Brett A. North

BAN

Enclosures

P:\Brett\Letter\98703.1P.1tr.wpd



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Philip K. Watson  
14 Dallas Drive  
Houma, Louisiana 70360

2. Article Number

(Transfer from service label)

PS Form 3811, March 2001

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent☐ Addressee

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☒ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

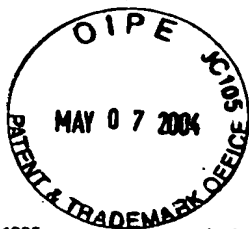
4. Restricted Delivery? (Extra Fee)

☐ Yes

7001 1940 0001 7224 8686

Domestic Return Receipt

102595-01-M-1424



PTO/SB/01 (05-03)

Approved for use through 04/30/2003. OMB 0651-0032

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number.

**DECLARATION FOR UTILITY OR  
DESIGN  
PATENT APPLICATION  
(37 CFR 1.63)**Declaration  
Submitted  
With Initial  
Filing

OR

Declaration  
Submitted after Initial  
Filing (surcharge  
(37 CFR 1.16 (e))  
required)

Attorney Docket Number

P03181US (98703.1P)

First Named Inventor

Kip Robichaux

COMPLETE IF KNOWN

Application Number

10/658,092

Filing Date

09/09/2003

Art Unit

Examiner Name

I hereby declare that:

Each inventor's residence, mailing address, and citizenship are as stated below next to their name.

I believe the inventor(s) named below to be the original and first inventor(s) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

"Top Drive Swivel Apparatus and Method"

(Title of the Invention)

the specification of which



is attached hereto

OR



was filed on (MM/DD/YYYY)

09/09/2003

as United States Application Number or PCT International

Application Number

and was amended on (MM/DD/YYYY)

(if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or (f), or 365(b) of any foreign application(s) for patent, inventor's or plant breeder's rights certificate(s), or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent, inventor's or plant breeder's rights certificate(s), or any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number(s)	Country	Foreign Filing Date (MM/DD/YYYY)	Priority Not Claimed	Certified Copy Attached?	
				es	No
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ Additional foreign application numbers are listed on a supplemental priority data sheet PTO/SB/02B attached hereto.

[Page 1 of 2]

This collection of information is required by 37 CFR 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 21 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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NAME OF SOLE OR FIRST INVENTOR:				<input type="checkbox"/> A petition has been filed for this unsigned inventor			
Given Name (first and middle [if any]) Kip M.				Family Name or Surname Robichaux			
Inventor's Signature						Date	
Residence: City Houma		State LA		Country US		Citizenship US	
Mailing Address 312 Dean Road							
City Houma		State LA		ZIP 70363		Country US	
NAME OF SECOND INVENTOR:				<input type="checkbox"/> A petition has been filed for this unsigned inventor			
Given Name (first and middle [if any]) Terry P.				Family Name or Surname Robichaux			
Inventor's Signature						Date	
Residence: City Houma		State LA		Country US		Citizenship US	
Mailing Address 312 Dean Road							
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NAME OF SOLE OR FIRST INVENTOR:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle [if any]) Steve		Family Name or Surname Jacobs	
Inventor's Signature			Date
Residence: City Houma	State LA	Country US	Citizenship US
Mailing Address			
242 Bay Road			
City Houma	State LA	ZIP 70363	Country US
NAME OF SECOND INVENTOR:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle [if any]) Bryan		Family Name or Surname Clement	
Inventor's Signature			Date
Residence: City Houma	State LA	Country US	Citizenship US
Mailing Address			
City Houma	State LA	ZIP 70363	Country US
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NAME OF SOLE OR FIRST INVENTOR:			<input type="checkbox"/> A petition has been filed for this unsigned inventor		
Given Name (first and middle [if any]) Murray			Family Name or Surname Pellegrin		
Inventor's Signature					Date
Residence: City Houma	State LA	Country US	Citizenship US		
Mailing Address 514 Douglas Drive					
City Houma	State LA	ZIP 70364	Country US		
NAME OF SECOND INVENTOR:			<input type="checkbox"/> A petition has been filed for this unsigned inventor		
Given Name (first and middle [if any]) Kenneth G.			Family Name or Surname Caillouet		
Inventor's Signature					Date
Residence: City Thibodaux	State LA	Country US	Citizenship US		
Mailing Address 500 St. Charles Street					
City Thibodaux	State LA	ZIP 70301	Country US		
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NAME OF SOLE OR FIRST INVENTOR:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle [if any]) Philip K.		Family Name or Surname Watson	
Inventor's Signature			Date
Residence: City Houma	State LA	Country US	Citizenship US
Mailing Address 14 Dallas Drive			
City Houma	State LA	ZIP 70360	Country US
NAME OF SECOND INVENTOR:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle [if any])		Family Name or Surname	
Inventor's Signature			Date
Residence: City	State	Country	Citizenship
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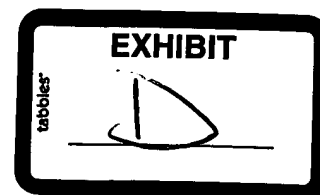
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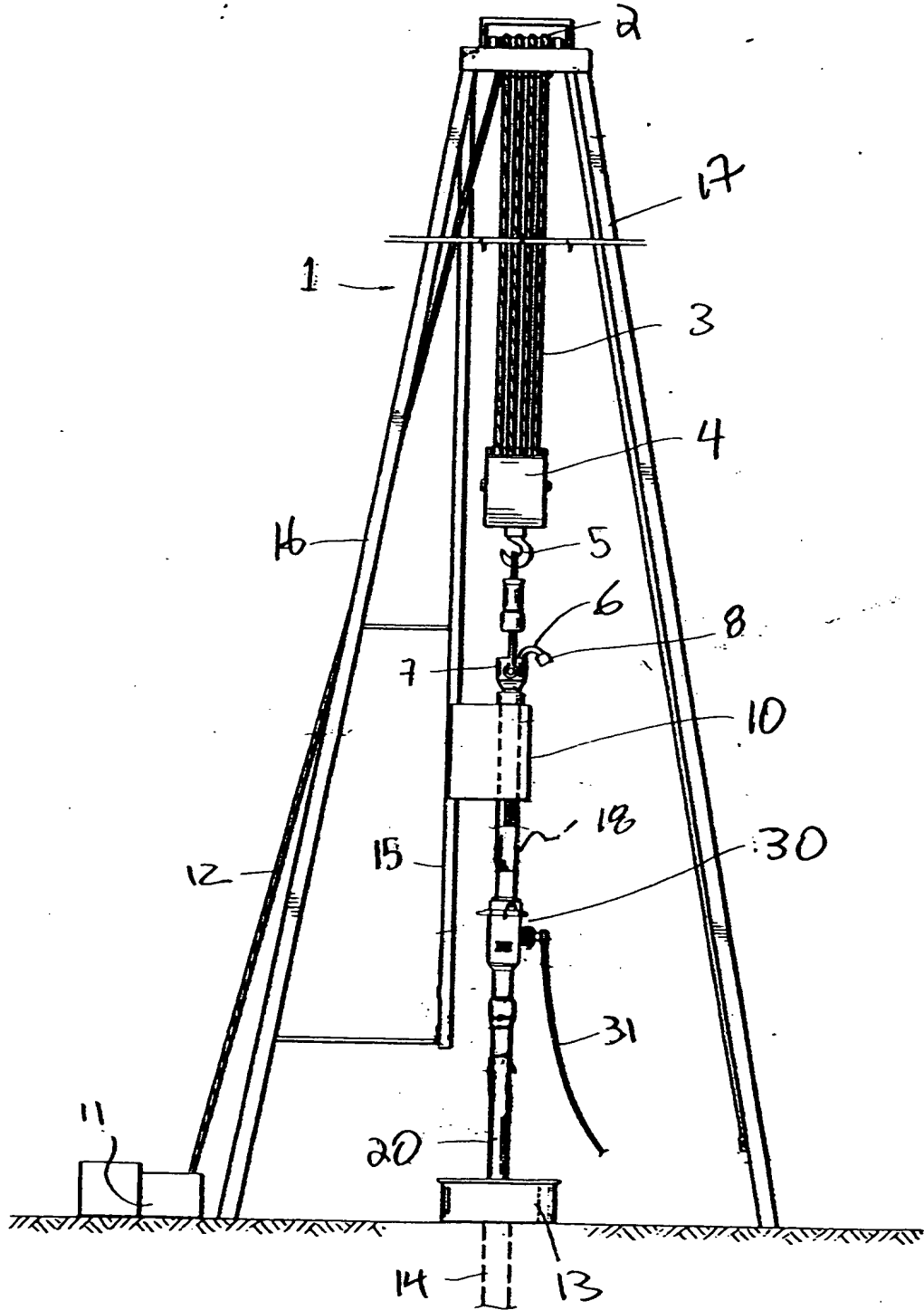
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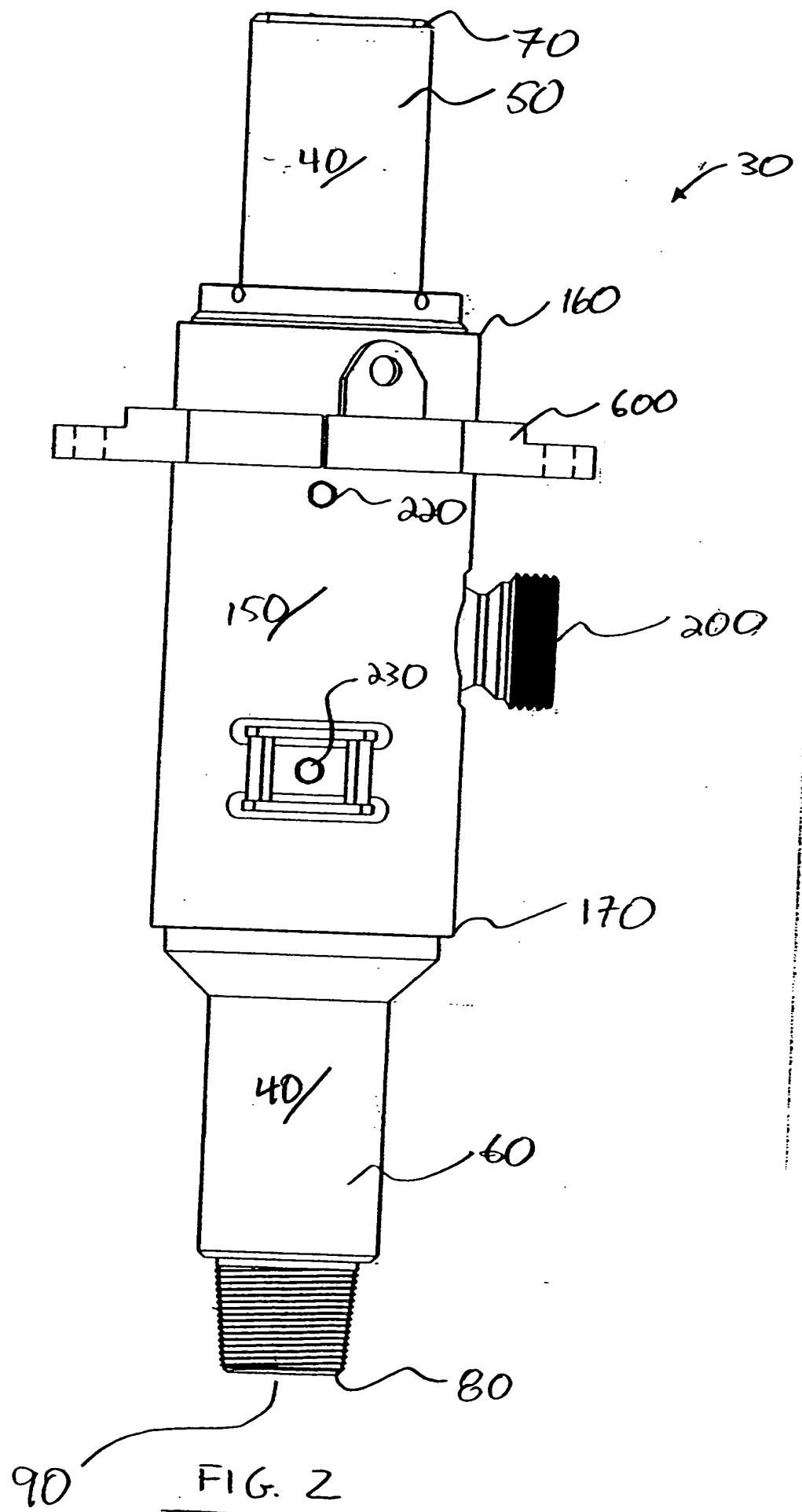
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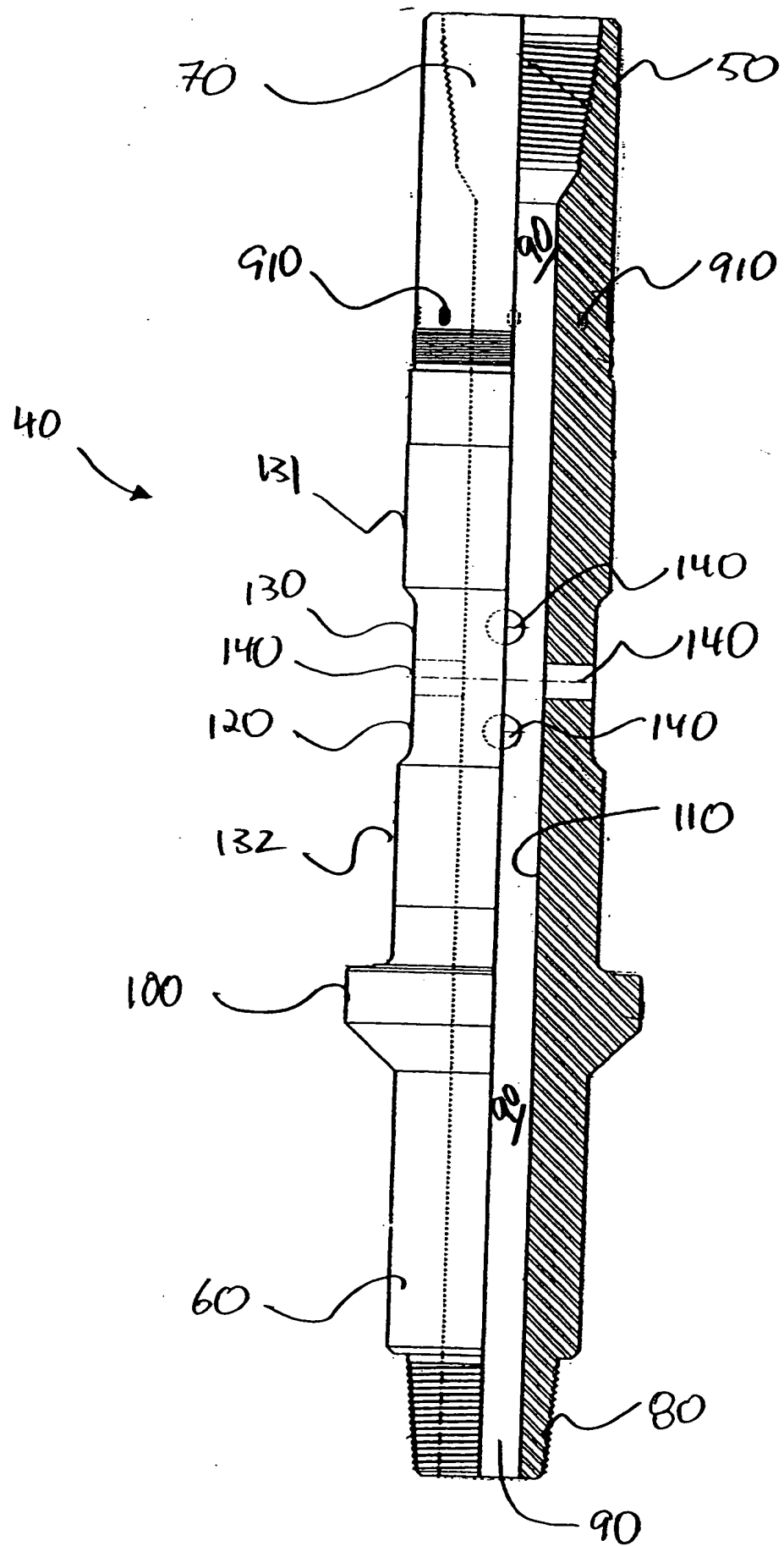
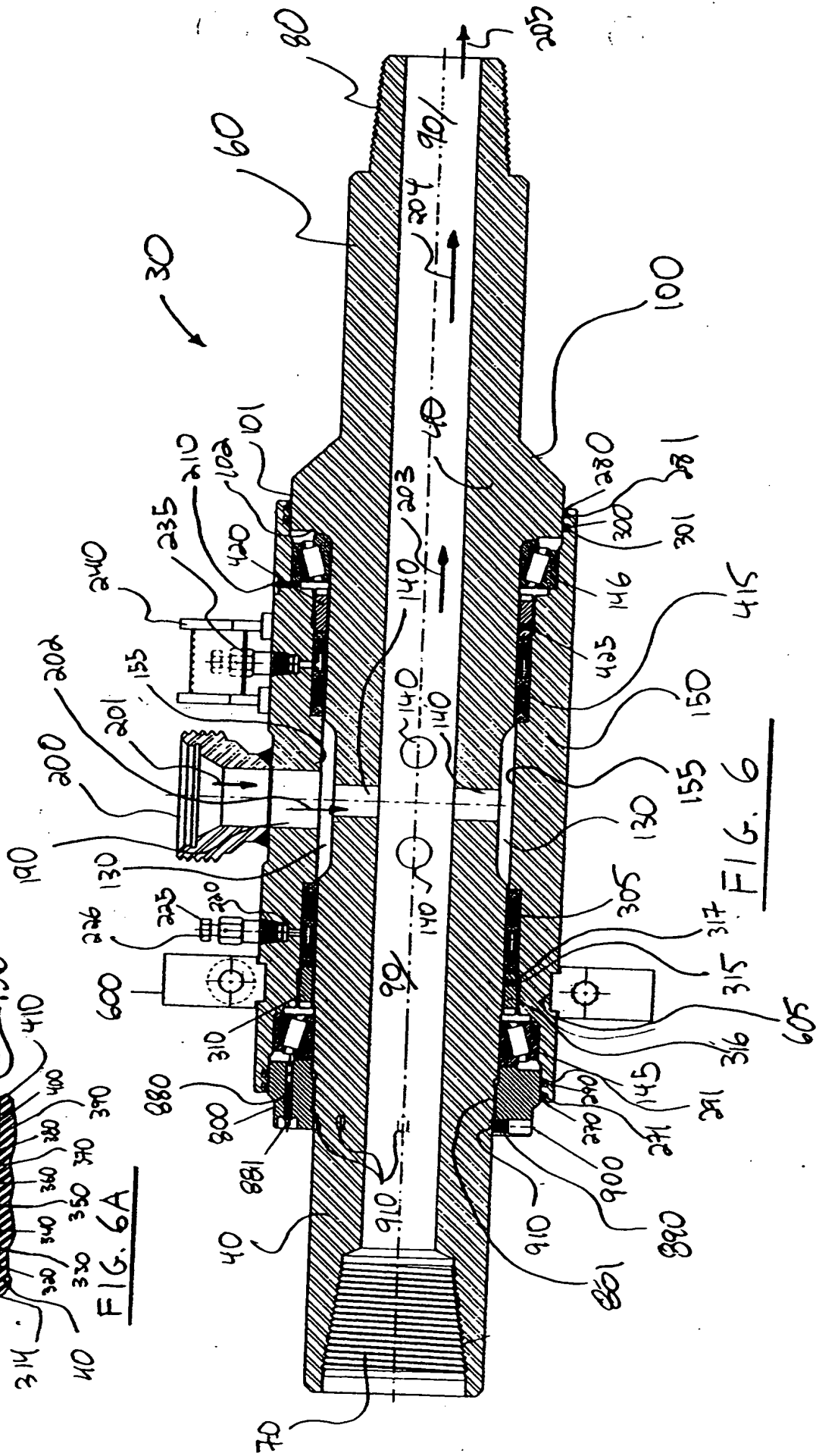
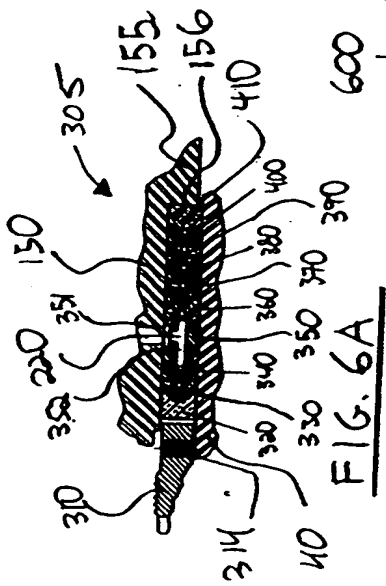


FIG. 3





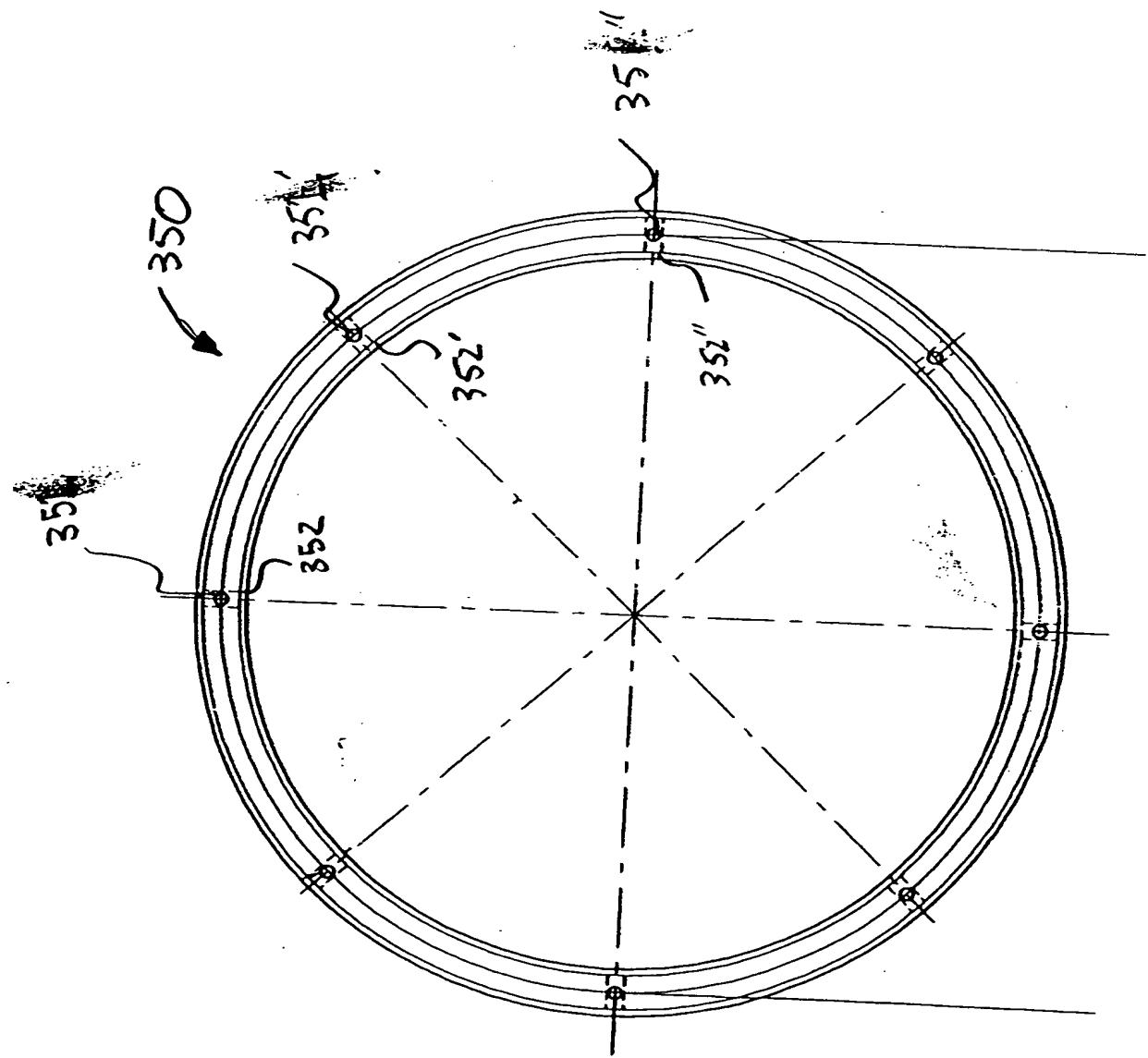


FIG 6B

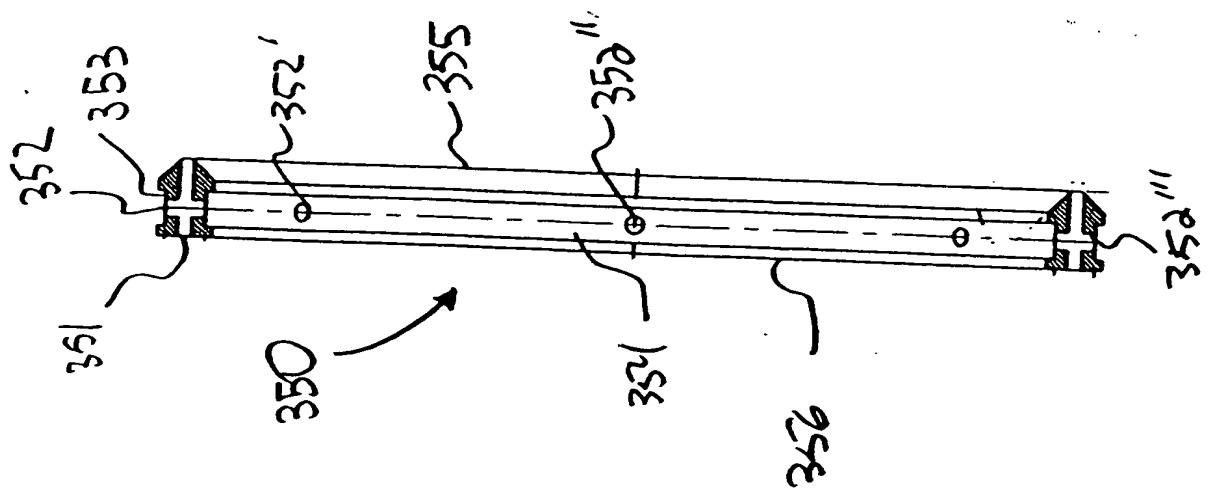
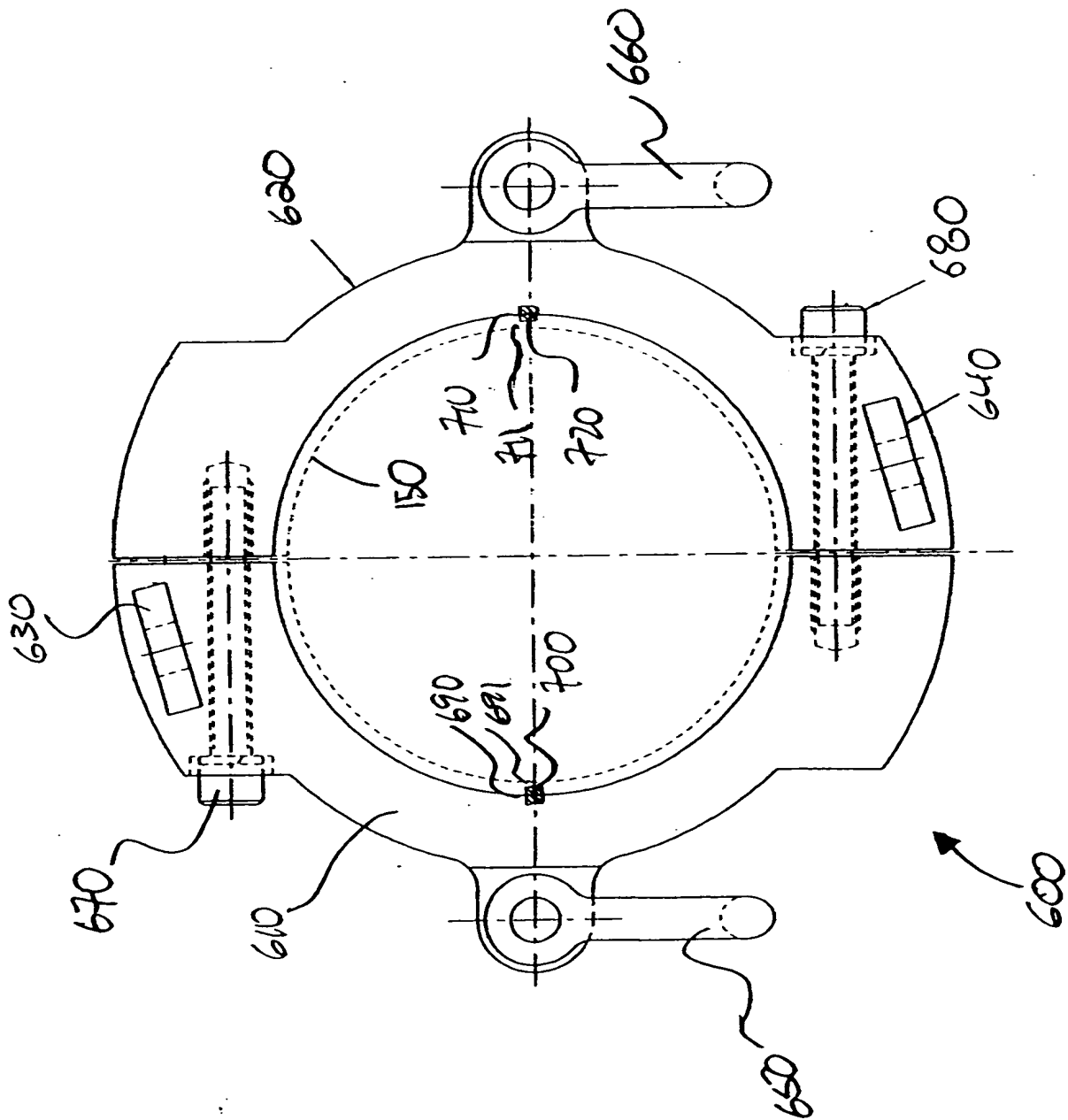
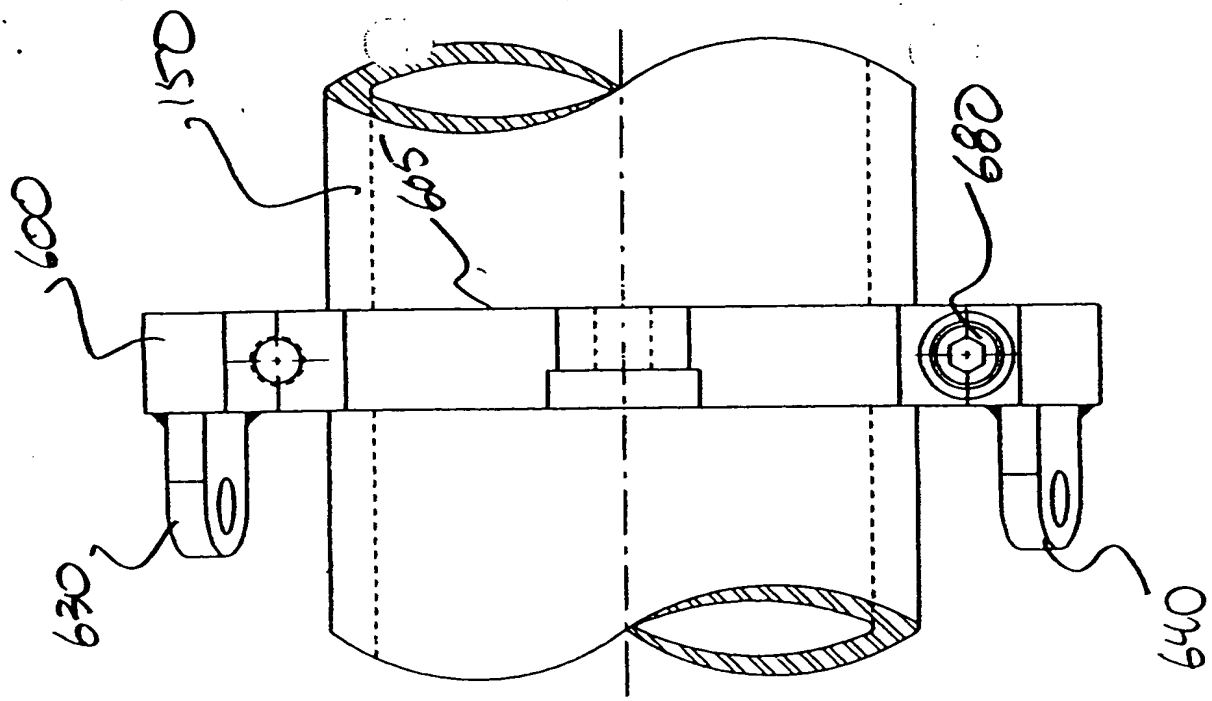


FIG. 6C



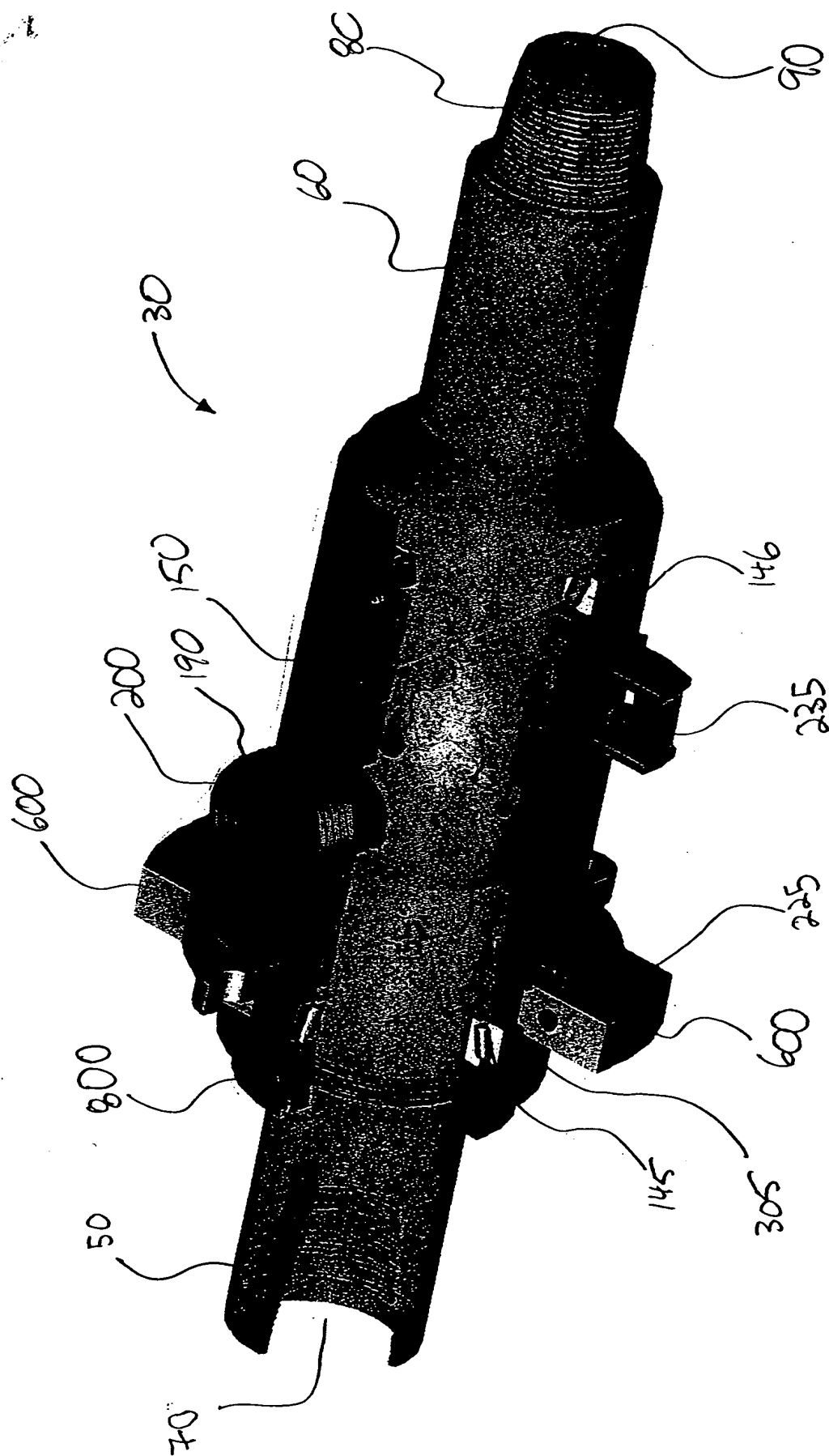


FIG. 9